

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

**CATERPILLAR FINANCIAL  
SERVICES CORPORATION**

**PLAINTIFF**

**v.**

**CIVIL ACTION NO: 1:23-cv-86 TBM-RPM**

**AFFORDABLE FENCE, INC.**

**DEFENDANT**

**ORDER GRANTING DEFAULT JUDGMENT**

Caterpillar Financial Services Corporation filed its Complaint [1] on April 3, 2023, against Affordable Fence, Inc. due to Affordable Fence's failure to make timely payments under a series of contracts, including four separate installment contracts and three separate lease agreements.

In its Complaint, Caterpillar Financial sought the immediate return of the equipment, damages for breach of contract, the recovery of any deficiency between the resale or lease of the equipment and the principal balance owed by Affordable Fence, and attorney's fees, costs, interest, and expenses.


Affordable Fence has not pled or otherwise defended against the Complaint. Accordingly, Caterpillar Financial filed its Application for Clerk's Entry of Default [4]. On May 4, 2023, the Clerk of Court entered its Clerk's Entry of Default [5] against Affordable Fence.

On August 17, 2023, Caterpillar Financial filed its Motion for Default Judgment [12], which is presently before the Court for consideration. The Court finds that Caterpillar Financial is entitled to a judgment of \$788,268.79, which includes the amount owed at the time the Complaint was filed, plus post-filing per diems, interest, fees, and expenses which have now been added. Caterpillar Financial further requests that the Court order Affordable Fence to return all of the equipment within seven business days. Caterpillar Financial states that upon any repossession and sale of the equipment it will credit Affordable Fence for the amount of the sale and update the judgment roll accordingly.

In light of all the procedural requirements for an entry of default judgment being met, the Court finds that, under Federal Rule of Civil Procedure 55, the Motion [12] should be granted, and a default judgment should be entered against Affordable Fence.

The Court enters this DEFAULT JUDGMENT in Caterpillar Financial Services Corporation's favor, in the amount of \$788,268.79 and ORDERS Affordable Fence to return the subject equipment or allow the Caterpillar Financial to access the equipment to retake possession, within seven days of the entry of this Order and Judgment. It is further ordered that the Court will retain jurisdiction to modify and enforce the Default Judgment, as necessary.

THIS, the 29th day of November, 2023.

  
TAYLOR B. McNEEL  
UNITED STATES DISTRICT JUDGE